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5.4 Management Component (Qualifications and Track Record of the Offeror)

5.4.1 Description of Offeror and subcontractor's management approach.

Provide comprehensive descriptive information about the company that will be providing the TRS; a delineation of the relationship between the Offeror and any and all contractors; general internal management procedures for accomplishing the activities and an overview of any existing relationships with the State.

Our Mission is: We will make digital life simple, instant, enriching and productive by delivering a seamless and superior customer experience. This is our destination. Everything we do as a company, operationally and market-facing, is designed to bring us closer to accomplishing the mission.

Only Sprint Nextel delivers the broadest choice and flexibility of communications products and services so you can do what you want to do... better.

We call it our Sprint Brand Promise. It's how we're differentiating ourselves from our competition and standing out as a company that considers the customer experience to be of the utmost importance. Living our values and marching in the same direction toward our vision will enable us to deliver on the brand promise.

Simply stated, Sprint stands out in the following three ways:

- The power of our network allows us to deliver superior wireless and wireline voice and data services that no other Carrier can offer.
- We deliver a great value to our customers.
- Our innovative products and services provide a compelling reason for customers to join Sprint together with Nextel.

Sprint Relay has long stood at the forefront of developing new technology such as CapTel and Wireless Relay in order to bridge the telecommunications gap between people who are Deaf, Hard-of-Hearing, Deaf-Blind, and Speech-Disabled as well as those who are Hearing. Sprint Relay offers these user groups a variety of effective avenues to communicate via the telephone, internet, and video.

Fulfilling the dream of functional equivalency in telecommunications requires a company with experience, who also has a vision for the future of Relay services, which Sprint brings. The company has a long history of providing high quality telecommunications service to its customers. Sprint was founded as the Brown Telephone Company in 1899 in Abilene, Kansas. By the mid-1970s, the company's aggressive growth strategies had firmly established it as the nation's largest independent local telephone provider, which is still true today.





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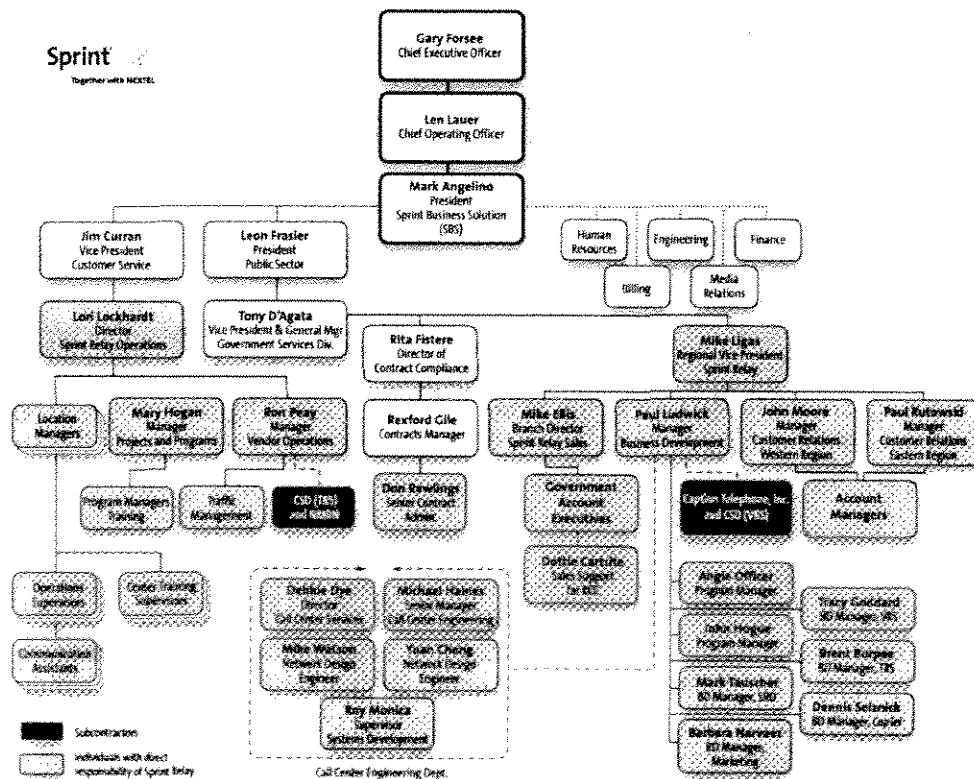
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On August 12, 2005, Sprint and Nextel Communications Inc. completed their merger, forming Sprint Nextel Corporation. On a "pro forma" basis, Sprint Nextel reported revenues of \$44 billion for the year ending December 31, 2005. Sprint Nextel, along with its affiliates and partners, operates networks that provide coverage for approximately 270 million people. With its extensive network, Spectrum assets and technology migration path, Sprint Nextel is well positioned to lead the industry.

Since that humble beginning, Sprint has grown to become the largest and most technologically advanced TRS and CapTel provider in the industry. Sprint's history of providing services for Deaf and Hard-of-Hearing people is among the longest and most successful in the TRS industry. In response to the passage of the American with Disabilities Act in 1990, Sprint began providing TRS for the State of Texas that very same year.

Provide information on key individuals on the management team that will be responsible for instituting and maintaining the TRS. Provide an organization chart that demonstrates how TRS and individual relay centers fit into the overall organization.

The organizational chart below represents the staff supporting Sprint Relay, including the lines of responsibility for Sprint Relay Subcontractors:





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Sprint Relay Management Approach

One of Sprint Relay's Quality principles and practices is the Life-Cycle Team. The Life-Cycle team concept has proven to be a vital benchmark to Sprint's Quality success. As part of Sprint's quality program across all Sprint business units, Sprint Relay has a dedicated Life-Cycle Team to support Relay Colorado. The team supporting Relay Colorado is exclusively responsible for Relay Colorado's TRS and CapTel service implementation, quality services, and future product innovations and strategies. As the number of products and services provided by Sprint increases, the Life-Cycle Team and support personnel will increase proportionately. The Life-Cycle Team consists of, but is not limited to, the members shown in the following table.

Relay Colorado Life-Cycle Team	
Kristine Shipley Account Manager	Responsible for Outreach to the State. Promote Relay Service in coordination with the Commission. Review monthly invoices and reports for accuracy to submit to the Commission. Serve as POC for any complaints, commendations, or questions about Relay Service.
John Moore Customer Relations	Supervises a team of Account Managers with regards to contract deliverables and Telecommunications Relay Service policies. Support Outreach and 711 marketing plans for the State. Supports the Account Manager with service complaints and resolutions.
Michael Baer Account Executive	Sales Executive for existing/new services and product enhancements. Ensures customer satisfaction and provides direct support to the State and the Commission regarding Quality Assurance.
Angie Officer Sr. Program Manager	Coordinates planning and implementation for Relay Service and product enhancements.

Relay Colorado Life-Cycle Team

Sprint Supporting Personnel	
Lisa Hernandez Billing	Prepares and submits billable minutes for service monthly. Upon request by the Commission, prepares ad hoc reports. Oversees billing & collections.
Don Rawlings Sr. Contracts Administrator	Supports the Relay contract between Commission and Sprint.
Paul Ludwig Group Manager Business Development	Supervises the Business Development Managers and Sr. Program Manager for the State's Relay Service.
Mike Ellis Branch Director Sales and Sales Support	Ensures all necessary Sprint resources are available to the Life-Cycle Team. First level of escalation for all sales-related issues.

Colorado Support Team





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Extended Life-Cycle Team	
Position	Areas of Responsibility
Brian Adamson Customer Service	Manages 24/7 Customer Service for Relay users. Accepts commendations and complaints regarding service and technical issues for end users. Provides information about the Relay Service and TTY equipment.
Mary Hogan Mary Cole Deana Haynes Sharon Behringer Loraine Overland Curriculum and Training	Plans and designs Relay Training programs. Implements, evaluates, and monitors Telecommunications Relay Service Quality programs.
Ron Peay Manager Vendor Relations	Oversees the Relay Center daily traffic routing and staffing requirements to meet the Service Level requirements for the State. Responsible for Sub-contractor relations.
Paul Ludwick Tracy Goddard John Hogue Mark Tauscher Brent Burpee Dennis Selznick Business Development	Develops new innovations for the Telecommunications Relay Service, including, CapTel, IP Relay, RCC and VRS platforms. Primary interface with the TRS Industry, the FCC, & NECA.
Mike Watson Yuan Cheng Principal Network Design Engineers	Network Design Engineer for Sprint Relay. Responsible for design and engineering solutions as well as providing engineering support for network optimization and cost-effective network solutions.
John McDowell Installation	Call Center Engineering and Implementation. Responsible for the systems engineering and installation of the TRS Call Centers. Responsible for project spending including the initial capital budget approval process.
Del Coleman Maintenance	Manages of Client Support and provides maintenance support. Supervises Analyst and Technicians through out the Sprint Relay network. Responsible for maintaining hardware and providing first and second level technical support.
Michael Haines Supervisor	Manages TRS Call Center Engineering and Implementation. Responsible for designing and developing new enhancements and technologies for the TRS platform, testing and implementation, systems network and capacity management.
Mike Black Subcontracts	Oversees subcontract agreements between Sprint and Vendors,
Brian Adamson Customer Service	Manages 24/7 Customer Service for Relay users. Accepts commendations and complaints regarding service and technical issues for end users. Provides information about the Relay Service and TTY equipment.

Relay Colorado Extended Life-Cycle Team



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Sprint Relay Management Approach with Subcontractors

Sprint and its contractors have long-standing relationships by which we, together provide TRS for State and Federal customers. These relationships are delineated formally by contractual terms and conditions, and personally by the working partnerships formed through day-to-day management of the services.

Sprint, for example, conducts frequent regularly scheduled meetings and ad hoc sessions with the contractors providing Call Centers. This hands-on approach allows Sprint to proactively manage Call Center services to meet and exceed the operational standards mandated by its customers and in conformance with the performance specifications Sprint requires of its contractors.

5.4.2 Offeror resources.

The Offeror, together with any contractors, must demonstrate that they have the financial resources to perform all requirements of this RFP.

The Offeror must demonstrate that they can financially carry out all start-up and expansion costs to provide the State's TRS for the first two months before it receives reimbursement from the State under the normal billing/payment process without endangering the Offeror's financial stability. The Offeror must demonstrate adequate financial funding and technical ability to handle the relay calls that will be generated by the State including increases in call volume each year. The Offeror shall also demonstrate that they have the depth of personnel resources necessary to carry out all aspects of this RFP within existing financial constraints.

The Offeror will be required to show financial statements from the last three years or, if the Offeror has not been in business for three years, since the business began.

Sprint has the financial strength to fully support the Relay solutions offered in this proposal, maintaining some of the best financial health in the telecommunications industry. On August 12, 2005, Sprint and Nextel Communications Inc. completed their merger, forming Sprint Nextel Corporation. For 2005, Sprint Nextel reported revenues on a pro forma basis of \$44 billion, up 8% over 2004 revenue. Sprint maintains investment grade ratings with \$103 billion in assets, \$7.5 billion in cash and marketable securities, and \$4.5 billion in available credit as of March 31, 2006.

Sprint Nextel has its corporate headquarters located in Reston, Virginia, and its operational headquarters in Overland Park, Kansas with approximately 62,500 employees.

Sprint offers the most stable and financially secure TRS in the industry. Unlike other TRS Vendors, who have recently attempted to sell or discontinue their TRS portfolios, Sprint has been committed to TRS since the inception of Relay Texas in 1990. Sprint has significant diversity in our product offerings compared to other TRS Vendors, and





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is in the position to weather down-turns or unexpected market trends in the industry. Sprint has demonstrated its commitment by continuing to lead the market in investing in new technology and in fulfilling government commitments.

Sprint has provided its 10K and Annual Report for the last 3 years which attests to Sprint's financial stability in Attachment S.

Subcontractor Financial Stability

Sprint's Subcontractor, CSD, Communication Service for the Deaf, a not-for-profit organization founded in 1975, provides telecommunications Relay service for a number of States and operates a nationwide video Relay service, along with an array of human services. CSD has 42 office locations across the nation, with 3,300 employees, generating over \$86 Million in revenue. CSD's audited financial statements are included as Attachment S.

As a long time provider of TRS and as a Subcontractor to Sprint, CSD has demonstrated its continued commitment to providing TRS service, plus offering enabling services to a broad and diverse community including individuals who are Hard-of-Hearing, Deaf-blind, hearing and/or have speech disabilities.



5.4.3 Offeror experience providing relay services.

Offeror shall provide sufficient information to allow the evaluation committee to determine the scope of the Offeror's experience that would enable them to provide the types of services described in this RFP. The Offeror shall describe all experience they have had in providing Traditional TRS, Captioned Telephone TRS, and other TRS, such as Internet Relay, Video Relay, and Wireless Relay. Two or more year's experience in providing a state TRS is desired.

Sprint entered the Telecommunications Relay Service market in 1990, providing TRS to the State of Texas through one Call Center in Austin, Texas. Today the Sprint Relay Network encompasses 14 domestic Call Centers throughout the United States and one international Call Center in New Zealand. One of the key components behind Sprint Relay's growth and success is the continuous involvement of Sprint States (STARS) and Relay users and their resulting ownership of the product.

Sprint Relay has conducted consumer advisory committees and focus groups to collect feedback on how TRS and CapTel should be provided and how the service can meet and exceed Relay user's needs.



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As a direct result of these efforts and through our own initiatives, Sprint Relay has introduced over 240 product enhancements to the Sprint Relay platform. Many of Sprint Relay 'firsts' listed below were accomplished with the support and cooperation of Sprint States and Relay end-users:

- 24-hours-a-day, 7-day-a-week Customer Service
- Access to 900 Numbers
- Automated Billing with Detailed Reporting
- Automatic Error Correction (Spell Check)
- Automatic Number Identification Database
- Branding of VCO/HCO Call Types
- Carrier-of-Choice Functionality
- Customer Branding
- Customer Database profiles
- E-Turbo / Dial Through™
- Hearing-Carry-Over Enhancements
- Identification of Background Noises
- Identification of Customer and Relay Operator Gender
- Intelligent Computerized Relay Operator Workstations
- Regional 800/888/877/866/855
- Scroll Back for ASCII and HCO Users
- Spanish-to-Spanish and Spanish-to-English translation
- Speech-to-Speech
- Speech-to-Text Trial (*CapTel*)
- Sprint Relay Conference Captioning
- Variable Typing Speed
- VCO Gated Calls/Centers
- Video Relay Service
- Voice Call Progression
- Voice-Carry-Over Enhancements (No Typing)





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Captioned Telephone

On January 1, 2004, Sprint was the first Relay provider to begin providing full *CapTel* Relay Service nationwide. This service is fully compliant with the FCC minimum requirements for *CapTel* and is offered as a full-fledged feature of its TRS. Sprint is most experienced *CapTel* provider in the nation with 29 State contracts plus the Federal Government. Sprint assures the following services with the provision of *CapTel* Services:

- 711 Dialing access for Voice Inbound Callers
- SS7 Caller ID
- E911 Access
- Carrier-of-Choice (COC) options
- 900 Pay-Per-Call
- Spanish-to-Spanish Captioning
- 2-Line *CapTel*
- LEC Calling features (Call Waiting, Three-way calling)
- *CapTel* Customer Profile Database
- *CapTel* USB port

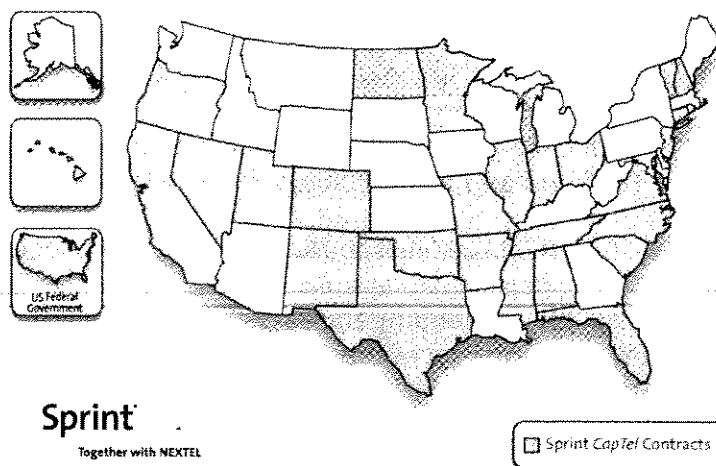
Sprint, Relay, along with the CO PUC launched *CapTel* services in the State of Colorado in March, 2006. At that time, a full-time *CapTel* Account Manager was hired to manage the *CapTel* Marketing and Outreach effort.

Colorado became the 20th State to begin providing *CapTel* services, prior to the FCC to mandate, which determined that *CapTel* was a VCO enhancement. Hard-of-Hearing Coloradoans have commended the State's proactive approach and applaud the CO PUC's foresight.





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Sprint's CapTel Presence

Internet Relay

Sprint launched Internet Relay (Sprint IP Relay) nationally in July, 2002 at the Deaf Way II International conference in Washington, D.C. Sprint IP Relay is available via www.sprintip.com combining Relay with the ease and ubiquity of the Internet. This allows users to make calls from any Personal Computer (PC) and multi-task while using the internet without the use of traditional TTY equipment. Sprint IP Relay is available in three languages – English, Spanish, and French.

Sprint meets all minimum FCC standards regarding Internet Relay. The growth of this product has been phenomenal in the past few years. The marketplace has become very competitive and unpredictable, which prompted Sprint to upgrade its IP Relay product (formerly Sprint Relay Online) to enhance the customers' experience and satisfy their Relay requirements. Those enhancements are as follows:

- Disallowance of Spanish-to-English and English-to-Spanish translation
- Disallowance of International calls
- Implementation of the IP Address blocking feature
- Implementation of the Inappropriate Call Intervention Program
- Expanded platform compatibility and enhanced features
- Instant Messaging capability

Sprint is honored that so many Coloradans choose to use Sprint IP.





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Sprint processed an average of 23,300 IP minutes-per-month for Colorado in 2005.

Sprint IP minutes-of-use (MOU) are currently reimbursed through the Interstate TRS Fund and are not charged to the State.

Sprint IP Using AIM® (AOL® Instant Messenger™)

Sprint IP is capable of blending the easy-to-use capabilities of Sprint IP Relay with the power of Internet access from PCs and wireless devices and equipment that power AIM®.



Spanish Language IP Relay

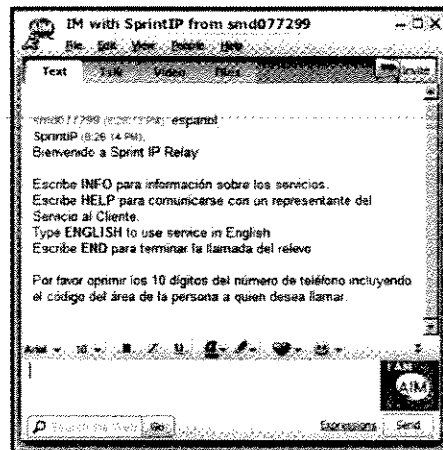
With use of Internet or AOL AIM® via Sprint IP Relay, users are able to request Spanish language. Should the customer require a language than English (default), the customer may type:



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'Español'

This will trigger all menus and application responses to be returned in Spanish, as seen on the screenshot below:



Video Relay Service



- Sprint introduced the VRS concept to the State of Texas back in 1995 and implemented a one-month trial of VRS.
- In 2002, Sprint teamed with CSD, the nation's largest non-profit Deaf organization, launched the first nationwide Video Relay Service at Deaf Way II International Conference in Washington, D.C.
- In 2004, Sprint launched the first VRS contract with the Federal government to provide customized Video Relay Service to its employees and retirees.
- In response to customers' demands, Sprint began offering VRS 24 hours-a-day, 7 days-a-week, expanded VCO and Spanish options in November 2005.
- Sprint VRS is the communication mode of choice for people who utilize American Sign Language as their primary language.
- In July 2003, Sprint and CSD received the Robert Weitbrecht Award from *Telecommunications for the Deaf, Inc. (TDI)* for its pioneering efforts in VRS.
- Sprint meets all minimum FCC standards regarding Video Relay.



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The growth of this product has been phenomenal in the past few years. The marketplace has become very competitive, which prompted Sprint to launch numerous product enhancements such as:

- ❖ PC webcam access (sprintvrs.com)
- ❖ Videophone access (sprintvrs.tv)
- ❖ Dedicated VCO gate (sprintvrs.com, sprintvrsvco.tv)
- ❖ Dedicated Spanish gate (sprintvrs.com, sprintvrsspanish.tv)
- ❖ VRS Mail
- ❖ My Sprint VRS (dedicated Inbound 800# for Voice callers)
- ❖ VRS Customer profile
- ❖ VRS Customer Service in American Sign Language

Sprint is honored that so many Coloradans choose to use Sprint VRS.

Sprint processed 22,203 VRS minutes for users in Colorado in 2005.

VRS minutes-of-use are currently reimbursed through the Interstate TRS Fund and are not charged to the State.

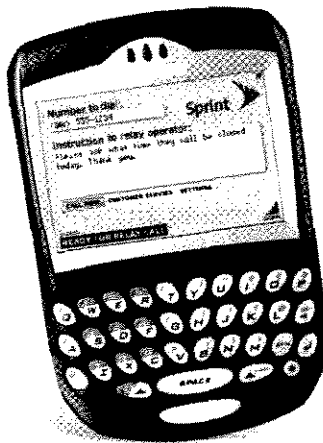




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Wireless Relay

Sprint Relay launched our first-ever wireless product in March 2006 with Wireless IP Relay. Sprint Wireless IP blends the easy-to-use capabilities of Sprint IP with the power of a Blackberry wireless device. With Sprint Wireless IP Relay, the customer can place a Relay call through an internet connection on any Blackberry wireless device that has an operating system of 3.7 or higher. This product allows users to access Relay from the park, a restaurant, or even the airport – anywhere a wireless device has access to the internet. Sprint IP Relay Wireless conversation minutes-of-use are currently reimbursed through the Interstate TRS Fund and are not charged to the State.



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Sprint "On the Move"

For the past fifteen years, Sprint, as a traditional telecommunications provider, has developed a wide array of wireline product lines.

Sprint Relay followed suit in its development and introduction of its five wireline product lines:

- Traditional Relay
- CapTel
- Internet Relay
- Video Relay
- Relay Conference Captioning.



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As a result, Sprint is the leading Relay service provider that offers a true Total Relay Solution package to its State government customers and Relay consumers.

The State of Colorado and the consumers of Relay Colorado have been part of the Sprint Relay's "On the Move" initiatives.

When the merger with Nextel Communications was completed in August 2005, Sprint redefined its mission: *"We will make digital life simple, instant, enriching and productive by delivering a seamless and superior customer experience"*.

- Sprint is responding to the changing ways our customers choose to integrate communications and information. At Sprint, our vision is a world no longer restricted by lines and cords. Customers can move from their office to home, from their home to anywhere with total, uninterrupted, fast, and secure communications, offering one seamless, total communication experience.
- Sprint is converging its wireline and wireless IP networks in the development and delivery of innovative products and services for government customers and consumers.
- Sprint is positioned for growth through its focus on mobility – allowing customers to do what they want, when they want, where they want. This includes Relay users as well.
- Sprint believes that mobility goes beyond wireless. Mobility is enabled by Sprint's wireless and wireline networks, with continued emphasis on its global IP network as a key enabler of Sprint's collective set of mobility services.
- Unlike its competitors, Sprint adheres to a well-defined, well-articulated broadband network strategy with a focus on meeting customers' needs for integrated voice, video, data, and Internet services.
- Sprint takes an integrated approach to meeting customers' demands and will continue to pursue its vision of being *a forward-oriented, customer-focused company—an agent of change in a rapidly changing environment*.

Sprint Relay will continue to be part of that Move. Sprint Relay has a dedicated wireless Business Development team to ensure that Deaf and Hard-of-hearing users will continue to reap the benefits of new wireless services and technologies.

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Wireless Phones

Sprint works closely with a number of handset manufacturers to obtain easy-to-use phones that incorporate features and functions that assist Hard-of-Hearing, Deaf, Speech-Disabled, Blind, Visually-Impaired, Physically-Disabled and Cognitively-Disabled customers.

Examples of accessibility features include tactile marking of the "5" key, large font display, vibrating ringer, one-touch dialing, etc.

Virtually all PCS phones sold by Sprint are TTY compatible. Sprint has also worked closely with manufacturers to introduce several phones with voice output that enable Blind and Visually-Disabled customers' greater access to wireless telecommunications.

Wireless airtime usage applies to 711 calls

In cases of emergencies, users may dial 911 from their wireless devices. 711 calls will most likely be routed to a Relay Operator from the State in which the call was originated, but some calls may be connected to an adjacent State's TRS.

Accessibility for All Product Development Team

Sprint's wireless Product Development team is collaborating with Sprint's 'Accessibility for All Product Development Team' to provide feedback and input on upcoming innovations for Deaf and Hard-of-Hearing consumers.

The following outlines Sprint's future commitments in wireless services for Relay consumers:

Wireless CapTel

Sprint, as one of the largest wireless Carriers, is in the unique position of having the resources and partnerships to provide a wireless *CapTel* application.

Sprint and Ultratec are currently evaluating the feasibility of this exciting technology. Together, we are striving to make Wireless *CapTel* a reality and put Sprint in a unique position to offer it in the State of Colorado.





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Wireless Video Relay

Sprint is already making choices that reflect a wireless future and is investing in the next generation of wireless technology – fourth-generation or ‘4G technology’. The 4G technology will support peak data download speeds of approximately 20 Mbps (megabits-per-second), with average user data rates between 1 Mbps and 4 Mbps. That is 10-fold to the current third generation technology with Evolution-Data Optimized (EV-DO) download speeds of 400 Kbps (kilobits-per-second) to 700 Kbps. Current speeds enable customers to surf the web and to download mobile music, games, and television from anywhere they have cell phone coverage. With the 4G spectrum, Sprint Relay believes that wireless Video Relay will become a reality.

For applicable experience, provide a description of TRS, the state in which they were performed, and the names and phone numbers of SRAs or other persons with the serviced entities responsible for evaluating the quality of TRS rendered and compliance with the contractual obligations. Offerors currently providing TRS for other states should provide current call volume data to provide a context for the provision of TRS to Colorado.



Please see Attachment T – TRS and *CapTel* References, which is a comprehensive list of all Sprint Relay contracts and contact information.

5.4.4 Responsiveness to the views of TRS users.

Offeror shall describe its commitment to meeting the telecommunication needs of TRS users and to its commitment to understanding the varied cultures of TRS users.

The success of Sprint Relay, which has grown to become the largest provider of TRS in the world, is due in large part to the involvement of Deaf and Hard-of-Hearing employees who are themselves users of the service. As a leading global communications company, Sprint embraces a culture of inclusion that brings to bear the best of every employee. Sprint values and leverages diversity, different points of view and collective wisdom. Diversity and inclusion promote creativity and innovation that not only sustain a competitive advantage, but also fuel growth, and achieve superior market performance.

Sprint is the leading employer of Deaf and Hard-of-Hearing people in the TRS industry, employing 45 Deaf or Hard-of-Hearing team members. These team members have greatly influenced the development and quality of Sprint Relay’s products and services. These employees, along with their spouses, children, parents, and siblings, have the same communication needs and concerns as our consumers. Sprint also employs Blind and Visually-Disabled CAs, providing adaptive equipment to assist in this function. **The Sprint Relay Team lives and works within the Deaf and Hard-of-Hearing communities we support. As daily users of Relay services and *CapTel* ourselves, we are fully committed to the excellence of these services.**



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Sprint Relay Team

Accessibility for All

Sprint exemplifies its commitment to improving the quality of life for individuals with disabilities.



Sprint understands that technology can greatly enhance the lives of people with disabilities. Sprint is committed to enhancing telecommunication access in order to become functionally equivalent. Sprint continually strives to improve the accessibility and ease-of-use of telecommunications for all consumers across all divisions of Sprint. Specifically, Sprint's wireless division has worked hard to provide wireless options for individuals with disabilities.



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PCS Phones

Sprint works with a number of handset manufacturers to obtain easy-to-use wireless phones which incorporate features and functions to support the wireless needs of Hard-of-Hearing, Deaf, Speech-Disabled, Blind, Visually-Impaired, Physically-Disabled, and Cognitively-Disabled customers. Features which have been implemented to improve telecommunication accessibility include:

- Voice activated dialing
- Adjustable contrast screens
- TTY Compatibility - Virtually all PCS phones sold by Sprint are TTY compatible.
- Large Fonts display
- Identifiable "5" key
- Text-to-Speech capability
- One- and two-touch dialing
- Ring tones with varying frequencies
- Tactile and tonal feedback from keys
- Voice Note voice recording

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Sprint PCS Voice CommandSM

Sprint's Voice Command service is an expansive network-based voice activated dialing platform that is particularly beneficial to Blind, Visually-Impaired, and Physically-Disabled customers because it reduces key punching and reliance on handset display information otherwise required to make calls.

Voice Command goes far beyond voice dialing to include advanced features such as: e-mail access, customized voice updates on such topics as: news, sports, weather, and more.

Certain Disabled customers are eligible to receive free Voice Command service.

Sprint Messaging Services

Sprint offers an array of messaging services that enable Deaf, Hard-of-Hearing, or Speech-Disabled customers to send and receive messages via their PCS Phone.

Messages may also be sent from a PC to a PCS Phone via www.sprintpcs.com.

Deaf, Hard-of-Hearing and Speech-Disabled customers can be notified of incoming messages with a visual and/or a vibrating alert.

- Sprint PCS Mail – Offers full function e-mail service utilizing the wireless web.
- Short Mail – Offers wireless web-based text messaging.
- SMS – Offers two-way browser less text messaging.
- Instant Messaging (IM) – Offers wireless web-based access to popular IM clients, including AOL and Yahoo!
- Wireless Chat – Offers instant text communication with others from around the country and around the world and is available on Sprint PCS Vision phones.



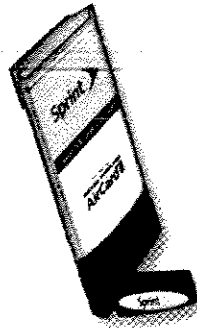


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Sprint Business Connection ServiceSM

Business Connection Service from PCS allows users secure, real-time access to business email, work calendar, company directory, and personal contacts via the PCS Phone. This is another exciting service that has particular benefits for its Deaf and Hard-of-Hearing customers.



Hearing Aid Use with PCS Phones

Hearing aid use with digital wireless phones may be challenging for some customers while other customers experience little or no difficulty.

Not all wireless phones produce the magnetic field necessary for the handset to "couple" with the hearing aid's T-coil. However, a growing number of handsets do produce a magnetic field of sufficient strength to interface with the hearing aid's T-coil.

Alternate Format Materials

- **PCS Phone User Guides** - Phones sold by Sprint come with a hard copy User Guide, and www.Sprintpcs.com contains User Guides in a downloadable Adobe AcrobatTM format.

Sprint's PCS phone manufacturers have User's Guides available in Braille, large print or other alternate formats.

- **Sprint Invoices and other materials** - Sprint makes available to its wireless customers billing statements and other printed materials in alternate formats including Braille and large print.
- **Free Directory Assistance and Voice Command** – Sprint is proud to offer Blind, Visually-Disabled and physically Disabled customers up to ten (10) free Sprint PCS Directory Assistance calls with Call Completion per month. In addition, Sprint will automatically provide free Voice Command service to certified customers.



Section 6: Proposal Instructions, Evaluation and Award

This section supplements paragraph 3.8, "Evaluation and Award," in the Colorado Solicitation Instructions/Terms and Conditions that are available through the link on the BIDS solicitation page.

Sprint has read and understands.

6.1 Submission and General Instructions

Proposals must be received on or before the date and time indicated in the Schedule of Activities. It is the responsibility of the Offeror to ensure that the Colorado State Purchasing Office receives the proposal on or before the proposal opening date and time, regardless of the delivery method used.

Submit one original and Five (5) copies of the proposal, as well as an electronic copy on a CD in Word or Adobe Acrobat PDF format. The proposal package shall be delivered or sent by mail to:

*Department of Personnel & Administration
State Purchasing Office
633 17th Street, Suite 1520
Denver, CO 80203
Attention: Judy Giovanni*

The proposal must be signed in ink by an officer of the Offeror who is legally authorized to bind the Offeror to the proposal. Proposals, which are determined to be at a variance with this requirement, may not be accepted. A proposal signature page has been provided on the BIDS Solicitation Page.

Proposals must be submitted and sealed in a package with an appropriate label affixed. The label must show the following information:

*Offeror's Name
RFP-JG-00001-07
Proposal Due Date and Time*

The State desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper, as well as the use of unnecessarily elaborate proposals, is discouraged.

Sprint has read, understands and has complied.





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6.2 Evaluation Process

A review committee will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. During the evaluation process, the evaluation committee may, at its discretion, request any one or all firms to make oral presentations or answer questions about their proposals. Not all offerors may be asked to make such oral presentations.

Sprint has read and understands.

Offerors should not assume that they will have an opportunity for oral presentations or revisions of proposals, so they should submit their most favorable proposals as their initial proposal.

Sprint has read, understands and has complied.

If award is not made upon receipt of initial proposals, offerors in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) may be provided an opportunity to make an oral presentation. The competitive range determination will be based on the written proposals, so offerors are cautioned to insure that their proposals adequately convey the soundness of their approach and understanding of the requirements. Any presentations that are held may consist of an offeror briefing or demonstration concerning its technical approach as well, and the offeror should address any clarifications and deficiency items that may have been identified in advance by the State. If proposal revisions are permitted after the conclusion of oral presentations and discussions, a date will be established in writing by the State for submission of best and final offers. Revisions will be made by "change page" to proposals. Offerors will not be provided an opportunity for comprehensive proposal revisions.

Sprint has read and understands.

Failure of the offeror to provide any information requested in the RFP may result in disqualification of the proposal. This responsibility belongs to the offeror.

Sprint has read and understands.

The sole objective of the review committee will be to recommend the offeror whose proposal is most responsive to the State's needs while within available monetary resources. The specifications within this RFP represent the minimum performance necessary for response.

Sprint has read and understands.





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The State reserves the right to have the selected offeror conduct a proof of concept to ensure that the vendor has the information system capability to conduct the work outlined in this solicitation.

Sprint has read and understands.

Following independent review and panel discussion of the written proposal and any oral presentations and/or best and finals that may be conducted, the proposal deemed most advantageous to the State will be formally recommended to the Department of Personnel & Administration, State Purchasing Office for award.

Clarified by the State:

The State intends to issue the Intent to Award Letter prior to September 11th.

Sprint has read and understands.

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and their relative importance as disclosed in the RFP.

Sprint has read and understands.

6.3 Evaluation Factors

The evaluation criteria/factors listed in order of importance are: Technical Component, Management Component and Cost Component:

Clarified by the State:

The following factors will be assessed in qualitative terms and in the following in decreasing order of importance:

Technical

Management

Cost





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6.3.1 Technical Component (Responsiveness to the Statement of Work).

Soundness of offerors approach to the Statement of Work in Section 4 and how well the proposed approach reflects an understanding of the needs of the State of Colorado. Each of the paragraphs and subparagraphs in the Statement of Work Section of this RFP, starting with paragraph 4.2, will be rated. The Committee will evaluate each proposal's response to each paragraph and subparagraph and assign a rating

Sprint has read and understands.

6.3.2 Management Component (Qualifications and Track Record of the Offeror).

As specified in Section 5.4 of this RFP, evaluation will be based on the following factors:

- (1) Description of Offeror, contractors and management approach*
- (2) Offeror resources*
- (3) Offeror experience providing TRS*
- (4) Responsiveness to the views of TRS users*

Sprint has read and understands.

6.3.3 Cost Component.

The State desires low cost per call. Therefore in both categories, Traditional TRS and Captioned Telephone TRS lower priced proposals will be given higher ratings.

Sprint has read and understands.





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Appendix A: Relay Colorado TRS and Captioned Telephone Statistics

Appendix A: Relay Colorado TRS and CapTel Statistics				
FY-05 Month	TRS # of Calls	Total Minutes	CapTel # of Calls	Total Minutes
July.04	51,453	203,967	1,542	3,619
Aug	50,938	203,948	2,155	5,263
Sept	44,789	184,523	2,384	6,430
Oct	46,088	187,263	3,180	8,709
Nov	58,679	178,166	3,177	8,981
Dec	58,015	171,717	3,317	8,897
Jan.05	59,584	180,179	3,666	9,476
Feb	52,273	154,909	3,843	9,825
Mar	57,166	167,944	4,623	11,742
Apr	57,233	159,114	6,085	13,984
May	55,107	154,614	6,535	14,340
June	53,785	145,823	7,681	16,636
Total	645,110	2,092,167	48,188	117,902
Average	53,759	174,347	4,016	9,825
FY-06 Month	TRS # of Calls	Total Minutes	CapTel # of Calls	Total Minutes
July.05	51,448	141,095	7,789	17,671
Aug	52,321	146,027	9,538	20,443
Sept	47,579	133,654	9,542	19,959
Oct	47,600	132,004	9,291	20,575
Nov	44,824	123,814	9,043	21,442
Dec	45,436	125,412	12,261	28,713
Total	289,208	802,006	57,464	128,802
Average	48,201	133,668	9,577	21,467



Clarified by the State:

The State does not have figures available in the format indicated in Appendix A for Spanish and French call volumes. However, the following information is available:

Number of Spanish outbound calls: 31

Number of French outbound calls: 0



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Appendix B: Standard Relay Product Features

The State and TRS users currently consider the services listed below to be standard features.

1. Answering Machine Retrieval

This feature allows TRS callers to retrieve their answering machine or voice-mail messages through the CA.

2. ASCII Split Screen

This feature allows High Speed ASCII computer users and CAs to type and communicate more clearly and quickly. Similar to voice-to-voice conversation, it provides the interrupt capability, when appropriate, for the ASCII user and the voice party.

3. Automated Number Identification (ANI) Technology

ANI is the telephone number of the line initiating a call. The number is identified by the switch and passed over the network to the CA workstation.

4. Background Noises

During the call, TTY callers will be informed of background noises through the CAs typing in parenthesis.

5. Beeper and Pager access

Beeper and Pager access provides functionally equivalent pager calls, which are made to beepers and pagers, interactively and non-interactively. Calls are relayed between interactive paging services and the TRS users. For non-interactive paging services, calls are made to leave specific numeric information to accomplish those calls.





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6. Branding of Call Type – Temporary

System database ability to answer the incoming call based on the previous call's communication mode (TTY, Voice, ASCII, VCO, HCO, Spanish, Turbo Code, Deaf-Blind).

7. Branding of Call Type – Permanent

System database ability to brand the caller's preferred communication mode – TTY, Voice, ASCII, VCO, HCO, Spanish, Turbo Code, Deaf-Blind – permanently.

8. CA Typing Speed

This is text transmission of 60 words per minute.



9. CA 10-minute In-call replacement

CAs are required to stay with each inbound TRS call for a minimum of 10 minutes and with each inbound STS call for minimum of 15 minutes

10. Caller ID

This is a network-based SS7 Caller ID feature. Relay calls placed through the Relay network will provide the originating calling party number (ANI), or Caller ID information, through the local exchange carrier for all local and most long distance calls.

11. Call Response Time

Calls answered 85% of the time within 10 seconds daily. It measures the time it takes the call to hit the CA position from the relay center call controller switch.



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12. Captioned Telephone

Captioned telephone is considered to be an enhanced form of VCO that utilizes a captioned telephone unit or computer and utilizes voice recognition technology by the CA to transcribe almost instantaneously on the unit/computer screen.

13. Carrier of Choice

This is a system database that allows TRS callers to choose their preferred carrier for intrastate, interstate, and international calls.

14. Cellular/PCS Phone Access

This allows the TRS Cellular customers to reach the TRS' 800 number(s) to complete relay calls.

15. Choice of Gender

Relay will accommodate requests for specific CA gender at the beginning of the call or, during a CA transfer.

16. Customer Database

Allows the TRS callers to enter specific information in a profile, i.e., carrier of choice, emergency numbers, last number redial, customer notes, frequently dialed numbers, etc., to expedite their call set-up time.





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17. Customized 800 Access

Relay Colorado has dedicated toll-free 800 access numbers:

TTY 800 659 2656

Voice 800 659 3656

Spanish TTY/Voice 800 337 3242

Speech to Speech 877 659 4279

VCO Gate 877 659 8260

18. Name and Address

This provides for the caller's name and address. Available information could save valuable time when calling for emergency service.



19. Long Distance profile

Caller's preferred carrier for In-State and Out-of-State long distance calls. Callers also can indicate their preferred billing option when placing long distance calls.

20. Frequently Dialed Numbers

Up to 10 numbers, it allows "speed dial" calls through the TRS.

21. Outdial Information

It allows the CA to be aware as to how the caller will answer the phone and in which language type they will communicate.

22. Customer Notes

It informs CA of special requests to handle your call, i.e., do not announce the service, preferred operator gender, etc.



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23. Outdial Restrictions

Callers may restrict the type of call, i.e., long distance, international, 900, etc., to be placed through the TRS.

24. Emergency Numbers

Callers may enter emergency numbers such as fire, doctor, police, etc., to expedite the emergency call processing.

25. Deaf-Blind Pacing (Slow-typing)

The system provides functionality that automatically slows the transmission of data to Deaf-Blind users. The default speed is 15 wpm and the speed can be increased at the caller's request in 5-wpm increments.

26. Delayed Call Announcer(Generic)

This feature alerts TRS callers that they are on-line and on hold for the next available CA when the call is not answered within 30 seconds. The message is, "WELCOME TO RELAY CENTER PLS HOLD FOR NEXT AVAILABLE CA."

27. Dialed Number Verification

This feature echoes the number calling to and the call type in the TTY dial string macro. This feature re-verifies the called number being dialed to ensure the accuracy of the type of call being placed.

28. Directory Assistance(Intrastate/Interstate)

This feature allows the TRS callers to reach the local (LEC) directory operator or long distance (IXC) DA operator. When the number is obtained, the caller may choose to place the call through the TRS or call direct.





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29. Emergency Calls (E911)

Through Relay's E911 database, this service allows TRS to forward the call to the appropriate Public Safety Answering Point as quickly as possible.

30. Enhanced Modems

New modems have been deployed to support enhancements in ASCII communication protocols. The capabilities of these new modems include auto detection; connections with modems up to 19.2k; and faster ASCII detection (3 seconds).

31. Error Correction

TRS workstations are equipped with the Error Correction capability to automatically correct common typographical errors and spell out abbreviations while increasing typing speed and reducing conversational minutes.



32. Gender ID

This feature provides the gender of CAs in the TTY/HCO/VCO greeting macros.

33. Hearing Carryover (HCO)

HCO allows speech-disabled or mute users with normal hearing to listen to the person they are calling. The HCO user types his/her conversation for the CA to read and voice to the standard (voice) telephone user.

34. HCO-HCO

HCO users can contact HCO users through the TRS. The CA will voice to both parties what is typed on each user's TTY.



35. HCO Permanent Branding

The permanent branding enables HCO callers to listen during call set-up. The HCO brand greeting macro is: TRS 1234F YOU MAY HEAR VOICE OR USE TTY GA

36. HCO-TTY

HCO users can contact TTY users through the TRS. HCO users can listen while the CA is reading/voicing the TTY user's typed message. The HCO user types their conversation directly to the TTY user.

37. Inbound International

From any International location outside the United States, TRS, STS, and Spanish callers can reach the TRS through the International inbound 10-digit number, 605-224-1837.

38. Intelligent Call Router

A dynamic call router technology that automatically and seamlessly routes TRS calls to the first available English or Spanish CA in the network.

39. Intercept Message

This feature provides intercept messages in voice and TTY in the event of a system failure occurrence within the TRS switch, center, or outbound circuits.

40. Last Number Redial

The TRS users can request the CA to redial their last number. TRS is designed to store the user's last number dialed and it is dialed upon the user's command,

"LAST NUMBER REDIAL PLS GA" or "LNR GA".



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41. LEC Calling Services

Through the Customer Database feature, it allows the TRS callers to have traditional LEC services, i.e., Call Block, Frequently Called Numbers.

42. Local/Extended Area Service

Callers who subscribe to an extended area service plan will receive equivalent service through the TRS.

43. Machine Recording Capabilities("Hot Key" Interactive Voice Response)

This feature reduces redials when CAs receive audio-text interaction machines. In most cases, it allows the callers to receive all of the information on the first call. It eliminates the number of redials.



44. Regional 800/888/877/866/855

This feature allows the TRS callers to reach the in-state 800/888/877/866/855 toll-free numbers.

45. Roaming Service

This feature allows relay calls to originate and terminate outside of the State.

46. Spanish to Spanish

Spanish services, which provide Spanish to Spanish, Spanish to English, and English to Spanish, handled by a CA with bilingual proficiency. The CA workstation is modified to provide macros and other functions to the caller in Spanish.



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47. Speech Disabled Indicator

The command (S) typed by a speech disabled person would inform the CA that a speech disabled person is on-line.

48. Speech-to-Speech

Via dedicated STS toll-free access, it is the service for speech disabled customers who prefer to use their voice, with assistance from the CA if necessary, to communicate with the called party.

49. Text/Voice Transmission

The system's ability to toggle between inbound TTY, ASCII, TurboCode™, and Voice calls.

50. Toll Discounts

When TTY or Voice calls are carried over the network, in-state toll calls are discounted by 35% Day, 25% Evening, and 10% Night/ Weekend off the intrastate MTS rates and State-to-state toll calls are discounted by 50% off the interstate MTS rate.

51. Transfer Gate capabilities

The system's ability to transfer the TRS callers to Spanish gate, Speech-to-Speech gate, TTY Operator Service platform, and 24-hour Customer Service desk.

52. TRS Customer Service

On a 24x7 basis, TRS users will reach a live TRS Customer Service representative. TRS users may request for additional information about TRS-related services or to provide commendations and complaints. The toll free number is 1-800-676-3777 TTY/Voice/ ASCII and 1-800-676-4290 Spanish.





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53. TTY Operator Services (OSD)

TTY Operator Services to complete a TTY to TTY call; obtain Directory Assistance information; or receive credit for erroneous billing. The toll free number is 1-800-855-4000.

54. TurboCode™

Enhanced baudot transmissions speed up to 110 words per minute. It'll enable the TRS TTY callers to have TurboCode™ capability to interrupt during transmission.

55. E-Turbo Code/ Dial Through™

Enhanced Turbo Code/Dial Through technology. E-Turbo transmits data faster than the current Turbo Code product. It permits E Turbo TTY users to pre-enter the phone number and other information to be used through TRS. Once connected to the TRS center, the information will be transferred and processed through the system without CA's assistance. It speeds up the relay call set-up therefore enhances the relay experience.



56. Two-line VCO

This feature allows a VCO caller with two telephone lines to use one line for speaking directly to the hearing person while the other line is used to receive the CA's typed responses at the same time. It provides a more natural flow of conversation without pauses required with single line calls.

57. Reverse 2-Line VCO

This feature is similar to Two-Line VCO. In R2LVCO, a VCO user receives a call from a voice user first then dial/connects the CA second.

58. Variable Time Stamp Macro

This feature (macro) enables the TRS callers to know when their called party has disconnected from the call.



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59. Voice Carryover (VCO)

VCO allows deaf or hard-of-hearing people who prefer to use their own voice to speak directly to the party they are calling. The CA will type the voiced responses back to the VCO user who can read the typed messages across the TTY screen.

60. VCO Gated services

Through State's VCO 800 number access, VCO users' calls will be routed to primary and secondary VCO centers where their calls will be processed by a dedicated pool of VCO CAs.

61. VCO-HCO

VCO users can contact HCO users through the TRS. The VCO user speaks directly to the HCO user and the HCO user types their conversation directly to the VCO user.

62. VCO Permanent Branding

This feature enables VCO callers to set-up the call without typing. The permanent VCO brand greeting macro is: RELAY STATE 1234F VOICE (OR TYPE) NOW GA

63. VCO-TTY

VCO users can contact TTY users through the TRS. The VCO user will use his/her own voice and the CA will listen to the VCO spoken words then type the message to the TTY user. The TTY user types directly to the VCO user without any CA interaction.

64. VCO-VCO

VCO users can contact other VCO users through the TRS. The CA will listen to VCO users speak and type the spoken words for the parties at both ends.





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65. VCO w/ Privacy/NO GA

This is similar to the standard VCO feature however; the CA will not hear the VCO caller speaking through the TRS. The CA will only type voiced responses back to the VCO user.

66. Voice Call progression

The system's ability to allow Voice or HCO callers to listen during call set-up, i.e., ringing or busy.

67. Voice Gender ID

This feature (macro) informs the outbound TTY caller of the gender of their caller.



68. 900/800 Pay Per Call Services

A toll-free 900 number that allows the TRS users to make relay calls to any 900/800 Pay Per Call services.

69. 7-1-1 Dialing

With cooperation of Local Exchange carriers, wireless Offerors, and payphone vendors, Relay will accept 711 Dialing calls.



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Appendix C: Sample Contract

A sample contract is included as an integral part of this RFP to list provisions that will be incorporated into the contract between the State and the successful Offeror for the Telecommunications Relay Service. Offerors agreeing to abide by the requirements of the RFP are also agreeing to abide by the terms of the sample contract, so Offerors should identify any problems with contract wording in their proposal, or better yet, in their initial questions about the RFP so that any inadvertent oversights can be corrected prior to the preparation of proposals. It may be possible to fine-tune some of the wording in the final contract, but there are many provisions, such as all of those contained in the General and Special Provisions pages, that cannot be changed.





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CONTRACT

THIS CONTRACT, made this _____ day of ____, 2006, by and between the State of Colorado, for the use and benefit of the Public Utilities Commission, a division of the Department of Regulatory Agencies, 1580 Logan Street, Office Level 2, Denver, Colorado, hereinafter referred to as the State, and hereinafter referred to as the Contractor,

FACTUAL RECITALS

Authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund No. 196, Appropriation Code G96, and Contract Encumbrance No. _____; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

Article 17 of Title 40, C.R.S., requires the State to provide a Telecommunications Relay Service (TRS) which enables people with speech or hearing impairments to access the telecommunications system in a manner at or near functionally equivalent to that of standard telecommunication systems; and

In response to Request for Proposal (RFP) Number (Exhibit A), Contractor submitted a proposal (Exhibit B) that satisfied the criteria of the RFP and the Contractor was subsequently recommended by the RFP Evaluation Committee to be awarded the contract to provide TRS for the State of Colorado; and

NOW THEREFORE, it is hereby agreed that:

1. Purpose:

- a. The purpose of this contract is to state the terms and conditions under which the Contractor will provide TRS for the State of Colorado.
- b. Captioned Telephone Telecommunications Relay Services (Captioned Telephone TRS) will follow the same terms and conditions under which the Contractor will provide TRS for the State except where specifically stated. The Contractor will ensure that its Captioned Telephone TRS meets all FCC requirements including E 911 Dialing and Caller ID.

2. Term: The Contract shall be effective upon approval by the State Controller, or designee, or on January 1, 2007, whichever is later, and continue through June 30, 2010.





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The Contractor shall be the provider of a statewide TRS within and for the State of Colorado during the term of this contract for a period of forty-two months (42). The State may require continued performance for a period of one year (12 months), up to a total of an additional two years for any services at the rates and terms specified in the contract. The State may exercise the option by written notice to the Contractor within 30 days prior to the end of the current contract term in a form substantially equivalent to Exhibit ____.

If the State exercises this option, the extended contract will be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months.

3. Price:

- a. **TRS:** The price per session minute for the purchase of the within-described TRS for the term of this contract shall be \$_____ per session minute. Should the State elect to extend this contract for additional terms, per Section 2 of this contract, the maximum price per session minute for fiscal year 2010-2011 and 2011-2012, cannot be increased by more than five percent (5%) over the previous years per session minute price. The State and the Contractor agree that this clause shall not be interpreted to mean that the State cannot contract with the Contractor for TRS services for contract years 2010 - 2011 and 2011 - 2012 for less than (PRICE) per session minute.
- b. **CapTel:** The price per session minute for the purchase of the within-described Captioned Telephone TRS for the term of this contract shall be \$_____ per session minute. Should the State elect to extend this contract for additional terms, per Section 2 of this contract, the maximum price per session minute for fiscal year 2010-2011 and 2011-2012, cannot be increased by more than five percent (5%) over the previous years session minute price. If the Contractor and the State mutually agree that a 5% cap is unrealistic or unfair a formal amendment approved by the State Controller must be done. The State and the Contractor agree that this clause shall not be interpreted to mean that the State cannot contract with the Contractor for TRS services for contract years 2010 - 2011 and 2011 - 2012 for less than (PRICE) per session minute.

If the Contractor and the State mutually agree that a 5% cap is unrealistic or unfair for either the TRS or CapTel per session minute price, a formal amendment approved by the State Controller must be done. Any approved increase in the per session minute price must be inline with revised expenditure projections and available appropriation.

4. Payment: Payment pursuant to this contract will be made as earned, in whole or in part, from available funds which are continuously appropriated for the Colorado TRS. The liability of the State, at any time, for such payments shall be limited to balance of the appropriation for the State Relay Service.





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After the close of each month, the Contractor shall deliver an invoice to the State Project Manager by the ninth (9th) of the following month for the previous month's work. The State shall make payment within thirty (30) days of receipt of said invoice.

- a. For Colorado TRS minutes of use, the Contractor shall submit an invoice on a monthly basis for the previous month's billable minutes multiplied by the contractual billing rate.
- b. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. A final audit must be completed within ninety days of termination for cause; however, final payment may be withheld until audit findings have been resolved. Final payment shall not exceed 180 days after date of contract termination.
- c. Incorrect payments to the Contractor due to omission, error, fraud, and/or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract, or by the State as a debt due to the State or as otherwise provided by law.

5. Advance Payments: No advance payments shall be made by the State for services provided pursuant to this contract. "Advance payments" are those made prior to the actual rendition of services by the Contractor.

6. Possible Billing Adjustments: As specified in Paragraph 4.14 of the RFP, attached to this contract as Exhibit A, the State, at its sole discretion may adjust the Contractor's billing for a given month for failure to meet minimum service level requirements for the provision of TRS.

- a. **Blockage Rate** - For any day (12:00 AM to 12:00 AM) for which the blockage rate for Colorado TRS exceeds 1.0% (P.01), the State may reduce the payment on the month's invoice covering the day(s) in violation by \$1,000.00.
- b. **Speed of Answer Service Level** - For any day (12:00 AM to 12:00 AM)) for which the answer speed service level is less than 85% of all calls answered within 10 seconds, the State may reduce the payment on the month's invoice covering the day(s) in violation by \$1,000.00.
- c. **Equipment Reliability and Service Integrity** - Any service outage exceeding 4 hours in length within a 24 hour period will subject the Contractor to a billing adjustment equivalent to one day's (24 hours) average revenue based on the prior month's invoice for this service.
- d. **Reoccurrence** - If there is a reoccurrence of a violation of either the blockage rate or the service level within ten calendar days of the first occurrence, the State may adjust the payment by an additional \$2,000 for the day of the second occurrence, \$3,000 for the day of the third, and increasing the billing adjustment \$1,000 for each subsequent occurrence within the 10-day timeframe.





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- e. *Billing adjustments will not be applied if the violations of the blockage rate and service level requirements result from Acts of God, foes, embargoes, requirements imposed by civil or military authorities, acts of a public enemy or similar causes beyond the Contractor's control or jurisdiction. Service level violations due to subcontractor performance, unless subcontractor performance is similarly excused per this clause, will not be waived.*
- f. *The State will assess the applicable billing adjustment(s) only after consideration of whether the Contractor has made reasonable efforts to restore service to required levels and whether there are indications that the State's Contractor-provided service has fallen significantly below the level of service provided to other state TRS customers of the Contractor.*

7. Equipment: *The State and the Contractor agree that Captioned Telephone TRS solely provided by (Name of Contractor) and distribution of Captioned Telephone equipment is manufactured by (Name of Contractor)*

8. Scope of Work:

- a. *The Contractor shall establish and implement TRS in accordance with the State's RFP No. Exhibit A, and the Contractor's proposal, Exhibit B.*
- b. *In addition to the Standard Features listed in Appendix B of the Contractor's proposal and listed above, Contractor will also make available, upon the State's request, the following features:*
 - *Wireless Relay Services*
 - *Internet Relay Services*
 - *Video Relay Services*

The above features are not included in the contract billing rate. Separate contract amendment(s) will be necessary to incorporate these features onto the Relay Colorado platform if the State chooses to implement these as part of Relay Colorado.

- c. *Contractor shall comply with requirements included in the Federal Communications Commission (FCC) Rules and Orders and any future Rules and Orders of the FCC that may require modification of the terms of this Agreement. If such modification is required, the parties shall work in good faith and cooperate fully with one another as necessary to revise applicable provisions of this Agreement. Subsequent modifications shall be made in accordance with the terms of this Agreement. If there is any discrepancy among these requirements, the most stringent shall apply.*





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d. *Pertaining to Captioned Telephone, the FCC's Second Report and Order on Reconsideration, and Notice of Proposed Rulemaking released June 17, 2003, is the authorizing document. For clarification it is hereby noted that the FCC has waived certain requirements for standard TRS because they do not pertain to Enhanced VCO Service. The following features are not included in the Captioned Telephone service to be provided for Colorado:*

- *STS and HCO*
- *711 Dialing Access*
- *Minimum requirements for Communication Assistants*
 - i. *Interpretation of typewritten ASL*
 - ii. *Oral to type tests (replace with oral to text tests)*
 - iii. *Not refusing single or sequential calls*
 - iv. *Gender preferences*
- *Interrupt Functionality*
- *Call Release*
- *ASCII and Baudot*

e. *The Contractor shall co-operate with the Colorado Commission for the Deaf and Hard of Hearing (CCDHH) Telecommunications Equipment Distribution Program (TEDP) Administration in the distribution of Captioned Telephone TRS equipment and with outreach efforts.*

The State may direct the Contractor, at no cost to the State, to distribute annually up to 25 Captioned Telephones for demonstration purposes to non-profit organizations, schools, state agencies, retirement communities, etc. that serve the hearing impaired.

f. *The Contractor agrees to provide the State Relay Administrator with a copy of the Contractor's rules and regulations for the distribution of demonstration Captioned Telephone equipment.*

9. Scheduling and Completion of Work: *The Contractor shall implement the TRS/CapTel on a statewide basis no later than January 1, 2007, or on approval of this contract, which ever is later. Statewide implementation shall be achieved when Contractor's relay center(s) is/are able to receive and process calls from all parts of the State of Colorado.*





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10. Compliance with applicable laws: *The Contractor shall at all times during the execution of this Contract strictly adhere to applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. This includes protection of the confidentiality of all applicant/recipient records, papers, documents, tapes and any other materials that have been or may hereafter be established which relate to this Contract. The Contractor acknowledges that the following laws are included:*

- a. Title VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000d-1 et. seq. and its implementing regulation, 45 C.F.R. Part 80 et. seq.; and*
- b. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, and its implementing regulation, 45 C.F.R. Part 84; and*
- c. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; and*
- d. Title VII of the Civil Rights Act of 1964; and*
- e. The Age Discrimination in Employment Act of 1967; and*
- f. The Equal Pay Act of 1963; and*
- g. The Education Amendments of 1972; and*
- h. Immigration Reform and Control Act of 1986, P.L. 99-603; and*
- i. The Americans with Disabilities Act of 1990, P.L. 101-366; and*

All regulations applicable to these laws prohibiting discrimination because of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, covered under Section 504 of the Rehabilitation Act of 1973, as amended, cited above.

Any person in Colorado who feels that he/she has been discriminated against has the right to file a complaint either with the Colorado Department of Personnel or the Colorado Civil Rights Commission. If the person or alleged discrimination occurs outside the State of Colorado, the person has the right to file such a complaint with the appropriate agency in the State in which the alleged discrimination occurred.





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11. Conflict of Interest:

- a. *Definition - Appearance of Conflict of Interest: The term applies to the relationship of a contractor with the State when the contractor also maintains a relationship with a third party and the two relationships are in opposition. In order to create the appearance of a conflict of interest, it is not necessary for the contractor to gain from knowledge of these opposing interests. It is only necessary that the contractor know that the two relationships are in opposition.*
- b. *Appearance of Conflict of Interest: During the term of the contract the Contractor shall not enter any third party relationship that gives the appearance of creating a conflict of interest. Upon hearing of an existing appearance of a conflict of interest situation, the Contractor shall submit to the State a full disclosure statement setting forth the details that create the appearance of a conflict of interest. Failure to promptly submit a disclosure statement required by this paragraph shall constitute grounds for the State's termination, for cause, of its contract with the Contractor.*

12. Proprietary information:

- a. *Definition: Proprietary information for the purposes of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information (1) lawfully obtained from third parties, (2) that which is in the public domain, or (3) that which is developed independently.*
- b. *Except as otherwise required by law, neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this Contract. Any proprietary information removed from the State's site by the Contractor in the course of providing services under the contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.*

13. Confidentiality:

- a. *Definition: Proprietary or confidential information for the purposes of this contract is information relating to a party's research, development, trade secrets, or business affairs and those of its customers, clients or affiliates, but does not include information (1) lawfully obtained from third parties, (2) that which is in the public domain, or (3) that which is developed independently.*





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- b. *Except as otherwise required by law, neither party shall use or disclose, directly or indirectly, any proprietary or confidential information concerning the other party obtained as a result of this contract. Any proprietary or confidential information removed from the State site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.*

14. Patent or Copyright Information:

- a. *The Contractor, at its expense, will defend any claim or suit which may be brought against the State for infringement of United States patents or copyrights arising from the Contractor's or State's use of any equipment, materials, or information acquired, prepared, or developed by Contractor in connection with performance of this contract, and in any suit will satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.*
- b. *If principles of governmental or public law are raised or involved, the State may participate in the defense of such action, but no costs or expenses shall be incurred for the account of either party by the other without the other party's written consent.*

15. Work/Product Ownership: *The State shall have rights during the term of the contract to use all materials, programs, procedures, etc., designed and/or developed by the Contractor in the performance of this contract. State is not permitted to retain or use any proprietary information, so marked, after termination of the contract.*

16. Insurance Requirements:

- A. *The contractor shall obtain and maintain at all times during the term of this contract, insurance in the following kinds and amounts:*
 - 1) *Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance, covering all of contractor's employees acting within the course and scope of their employment.*
 - 2) *Commercial General Liability Insurance written on ISO occurrence form CG 0001 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:*
 - a. *\$1,000,000 general aggregate;*
 - b. *\$1,000,000 products and completed operations aggregate;*





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- c. \$1,000,000 personal and ADV injury;
- d. \$1,000,000 each occurrence;
- e. \$1000,000 any one fire; and
- f. \$5000, medical, any one person.

3) *Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.*

4) *General professional liability insurance in an amount equal to \$1,000,000 for policies made on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.*

If any aggregate limit is reduced below \$1,000,000, because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.



- B. *The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.*
- C. *The Insurance shall include provisions preventing cancellations or non-renewal without at least 45 days prior notice to the State by certified mail.*
- D. *The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees, and volunteers.*
- E. *All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.*



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- F. *The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.*
- G. *Notwithstanding subsection A of this section, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.*

17. Licenses/Approvals/Insurance: *Contractor certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract.*

18. Records Maintenance: *The Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of the TRS or the delivery of services under this contract. Such files shall be sufficient to properly support the billed amounts over the life of the contract. These records shall be maintained in accordance with generally accepted accounting principles utilizing a uniform system of accounts and shall be easily separable from other Contractor records.*

19. Records Retention and Availability: *All Contractor records, documents, communications, and other materials shall be maintained by the Contractor, in a central location and custodian, on behalf of the State, for a period of three (3) years from the date of final payment under this contract, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualification: If an audit by or on behalf of the State has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.*

The central location may be outside the State of Colorado. The records shall be available to the State after reasonable notification.





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20. Performance Monitoring: Contractor shall permit the State and any other duly authorized agent or governmental agency, to monitor all activities conducted by the Contractor pursuant to the terms of this contract as the monitoring agency may in its sole discretion deem necessary or appropriate. Such monitoring may consist of evaluation of internal operating and management procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedures.

The State may utilize and observe the Contractor's technique for assuring the accuracy of relayed communications, operator procedures, training procedures, office procedures, and testing procedures. The State may not monitor the relay of actual conversations without the approval of both parties to the conversation. The State may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of the Contractor or the operator involved. The Contractor understands that this will occur at any time. The calls will not be identified as test or monitoring calls. The State may ask consumers to maintain a written copy of relayed conversations to assist in monitoring.

All monitoring shall be performed in a manner that will not unduly interfere with contract services. However, since this is expected to be a 24-hour, 7 days a week service, the monitoring may occur at any time. Furthermore, there shall be no requirements for advance notice of this monitoring. Therefore, duly authorized agents have the right to make test calls at any time without any warning. The Contractor must make provisions to allow duly authorized agents this capability. Contractor procedures for monitoring employee performance may include monitoring of actual calls relayed as part of the TRS.

21. Audits and Inspections: The Contractor authorizes the State to perform audit and/or inspections of its call statistic records at any reasonable time during the term of this contract and for a period of three (3) years following the date of final payment under this contract, to assure compliance with its terms and/or to evaluate the Contractor's performance hereunder. The State shall give the Contractor reasonable prior notice before each audit. The Contractor shall make all requested call statistic information available to the State for audit. The Contractor shall also make all telecommunications hardware, software and procedures available for audit by an engineer sent by the State to check that calls and their duration are being accounted for properly in billings sent to the State. The costs of audits ordered by the State or performed at its request, shall be borne by the State.

22. Assignment/Delegation/Subcontracting: Except as herein specifically provided otherwise, the duties and obligations of the Contractor arising hereunder shall not be assigned, delegated nor subcontracted except with the express prior written consent of the State. Subcontracts permitted by the State shall be subject to the requirements of this Contract, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this contract.

